

# EXHIBIT C

**ELECTRICAL GROUP**

**WORKING  
AGREEMENT**

BETWEEN



**CHEVRON PHILLIPS CHEMICAL COMPANY**

PASADENA, TEXAS

AND



**INTERNATIONAL  
BROTHERHOOD OF  
ELECTRICAL WORKERS**

**LOCAL NO. 716**

**A.F.L.-C.I.O.**

**February 1, 2012 – January 31, 2015**

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## **ARTICLES OF AGREEMENT**

This AGREEMENT made and entered into this 1<sup>st</sup> day of February, 2012, by and between Chevron Phillips Chemical Company, LP., hereinafter referred to as the "Company," and Local Union 716, International Brotherhood of Electrical Workers, A.F.L.-C.I.O., hereinafter referred to as the "Union."

### **WITNESSETH**

The Company hereby recognizes the Union as the sole and exclusive collective bargaining agent, with respect to rates of pay, wages, hours and other conditions of employment, of employees in the following described unit, to wit:

All Electricians of the Chevron Phillips Chemical Company at its Pasadena Plastics Complex near Pasadena, Texas, but specifically excluding all other employees, operators, laboratory testers, guards, PBX operators, clerical employees, administrative, professional, and technical employees and all supervisory employees.

It is agreed that this instrument contains the full and complete agreement between the Company and the Union. All prior agreements are void and of no force and effect. Any modification or amendment shall be void and of no force and effect unless reduced to writing and approved by the signatories hereto or their successors.

### **ARTICLE I Period of Agreement**

This Agreement shall remain in effect through January 31, 2015, and shall automatically continue in effect thereafter, unless or until either party shall give, in writing, at least sixty (60) days prior notice of its desire to terminate the Agreement. In the case of notice to terminate this Agreement, the parties agree to meet within the sixty (60) day period preceding the termination date and attempt to reach a new Agreement before this Agreement terminates.

Upon written notice to the Company, no earlier than December 1, 2014, the parties agree to negotiate. If the parties fail to reach agreement within (60) days after said notice, the Union shall have the right to strike any time thereafter, but not prior to February 1, 2015, without further notice, notwithstanding any other provision in this Agreement to the contrary.

### **ARTICLE II Recognition**

The Company recognizes the Union as representing the employees of the Company, other than supervisory and professional employees, listed in Article IV covering classifications, engaged in the assembling, installation or erection and repairing in the maintenance of electrical equipment, apparatus, and appliances other than control instruments in line with present practice.

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### ARTICLE III Hours of Work

1. A workday shall consist of twenty-four (24) hour periods commencing at 12:01 a.m., unless an applicable Federal Statute requires otherwise. A workweek shall consist of seven (7) consecutive days commencing at 12:01 a.m. Monday.
2. The regularly scheduled work day for Maintenance workers shall normally be eight (8) hours, ten (10) hours, and/or twelve (12) hours. Ten hour schedules may be Monday through Thursday, Tuesday through Friday, or a combination as determined by the Company. Prior to an individual's schedule changing from Monday/Thursday to Tuesday/Friday there will be a minimum of one week notice.
3. Distribution of Overtime
  - a. The Company shall endeavor to distribute excess time worked in excess of forty (40) hours per week equally among all the employees in any given job classification; however, only when an employee works such time, will it be used in the accounting for equal distribution.
  - b. An employee entering the Electrician classification or Electrician 1st Class classification will be awarded an excess time rating equal to the average excess time rating of the employee in the new classification according to the latest excess time record.
  - c. When an employee is upgraded to a supervisory capacity for a full day or a portion of a workday, he will not be qualified for overtime until the completion of the next shift after the upgrade; provided, however, that in the event such employee while ineligible responds to a call-out, the Company shall not be liable to any employee for the excess time worked by such employee while ineligible.
  - d. In cases of excess time worked, where holdovers are required, the following selection orders will be used:

**(1) Holdover on previously started jobs:** The order for selecting electricians for these jobs will be as follows: It is understood that the electrician with lowest overtime will be chosen first in each category.

- a) One volunteer from the employees working the job;
- b) If no volunteers, force one employee with lowest overtime working the job;
- c) Volunteers from those whose home base is same as where the work is being performed;
- d) Plant wide volunteers;
- e) Plant wide force.

**(2) Holdover on previously unstarted jobs:** The order for selecting electricians for these jobs will be as follows: It is understood that the electrician with lowest overtime will be chosen first in each category.

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- a) Volunteers from those whose home base is same as where the work is being performed;
- b) Plant wide volunteers;
- c) Plant wide force.

Electricians who have worked two (2) consecutive sixteen (16) hour days or three (3) consecutive twelve (12) hour days will not be forced to work overtime on the following calendar day unless there are no other qualified employees available.

It is understood that where "plant site" is referred to above, it will include all employees whether on call-out, holdover, make-up or schedule.

- e. In cases of work to be done during the noon lunch period, it is agreed that the daylight worker already on that job will do the work.
- f. When overtime is offered to a shift worker on a hold-over basis, he/she will not be required to hold-over more than four (4) hours, unless, no other employee in that classification desires the over time.
- g. If an employee is working an 8-hour rotating shift, the employee will not have to hold over more than four (4) hours except by mutual agreement provided such work does not result in his/her working more than sixteen (16) consecutive hours. If relief is requested, efforts will be made to provide relief, however it is understood that the employee shall remain on the job until properly relieved.
- h. When employees are called out on overtime and work to within one and one-half (1 ½) hours of the start of their regular scheduled shift, they will be allowed to continue on overtime until the start of their regular shift.
- i. When an employee has worked excess time within the twelve (12) hour period immediately preceding the beginning of his/her next regular shift, he/she would not be eligible for call-out until after such shift is completed unless no other qualified employee is available.
- j. **Make-Up Overtime**  
In the event an error is made in the distribution of overtime, the employee who should have been assigned the overtime and is desiring the overtime, will be permitted to work such overtime, at a mutually agreeable time between the affected employee and his/her supervisor, provided he/she gives the Company 48 hours prior notice of his/her desire to work such make-up overtime. If no mutual time can be agreed upon, then the employee will submit three times when he/she is available to work such overtime. From these three times, the supervisor will select one and assign the employee to that overtime. This make-up overtime must be worked within 30 days from the time it is determined that the error occurred. The Steward will work with the Human Resources Department to determine which employee will receive the make-up overtime.
- k. An employee assigned from within the Bargaining Unit by letter to fill temporary or permanent vacancies in classifications not covered by this Bargaining Unit will, upon



termination of the assignment, receive the class average overtime rating of his/her job classification according to the latest excess time record.

1. The company agrees to furnish the Chief Steward a copy of the weekly overtime sheet For posting on the Union's bulletin board.
4. Employees within the same classification may be allowed, occasionally and infrequently, to exchange their respective shifts of work within a particular workweek, provided no time in excess of the employee's regularly scheduled hours per day or forty (40) hours per week results because of such exchange, and further provided approval to make the exchange has been secured from the employee's immediate supervisor at least twenty-four (24) hours in advance unless a shorter time is acceptable to the supervisor. Employees desiring to make such an exchange must first submit a written request to their immediate supervisor.
5. No employee shall be required to take time off his/her regular schedule to avoid working in excess of the employee's regularly scheduled hours per workday or forty (40) hours per work week.

The schedule workday for daylight workers will be ten (10) hours, i.e., 7:00 a.m. to 12:00 Noon, and 12:30 p.m. to 5:30 p.m. unless changed by mutual agreement between the Company and the Union. For shift workers, the work day will be divided into either two (2) shifts, i.e., 7:00 a.m. - 7:00 p.m.; 7:00 p.m. - 7:00 a.m. or three (3) shifts, i.e., 11:00 p.m. to 7:00 a.m., 7:00 a.m. to 3:00 p.m. and 3:00 p.m. to 11:00 p.m., unless changed by mutual agreement between the Company and the Union.

Each party reserves the right to revert back to the existing 8-hour schedule with 30 days advance written notice to the other party.

6. The Company will staff shift maintenance as it deems necessary for business needs. There is neither a requirement that electricians be on shift, nor a requirement as to the number of electricians who must be on shift.
7. Employees engaged in shift work and desiring day work and employees engaged in day work and desiring shift work shall be allowed preference, if qualified, in accordance with their job seniority, and such elections are to be effective on January 1<sup>st</sup> of the calendar year.
8. If an employee is working the 12-hour shift, the following shall apply:
  - a. The pay rate shall be an adjusted rate derived by taking the contract eight-hour rate and multiplying it by 0.878. Under the twelve-hour shift schedule, the hours in the pay periods will fall with 84 hours in one pay period and 84 hours in the next pay period for a total of 168 hours per month (the same total hours as in a eight-hour schedule). Under the twelve-hour shift schedule, monthly there will be fourteen (14) twelve hour days with the first 8 hrs paid at straight time adjusted rate and the last 4 hours paid at 1.5 x adjusted rate per day, plus any shift differential applicable to the work schedule.



b. Under the eight-hour shift schedule, a two-week vacation is ten days or eighty (80) hours and is paid at the benefit rate. Under the twelve-hour concept, vacation time is no longer referred to in terms of days but rather in terms of hours

2 weeks vacation = 84 hours  
3 weeks vacation = 126 hours  
4 weeks vacation = 168 hours  
5 weeks vacation = 210 hours  
6 weeks vacation = 252 hours

c. Under the eight-hour (8) schedule, a holiday premium of eight (8) hours pay is paid for each of the ten (10) holidays throughout the work year. Hours worked in a holiday are paid at one and one-half (1.5) at the regular rate of pay. Under the twelve-hour schedule, a holiday premium of eight (8) hours is paid at the benefit rate for each of the ten (10) holidays. Hours worked on a regular work day and on the shifts designated as the holiday will be paid at eight (8) hours x 1.5 and four (4) hours x 2.5 ABR, and with shift differential for nights. Employees not scheduled to work on the designated holiday will receive eight (8) hours pay at the benefit rate.

d. All twelve-hour (12) shift employees working the day shift (7:00 AM – 7:00 PM) during election days shall arrange to vote by absentee ballot.

e. Since there will be an attempt to keep holdovers to a minimum, required training/meetings may be scheduled on a prorated day. There will be some cases where employees may be required to hold over beyond twelve (12) hours such as while arranging relief.

f. Due to potential scheduling problems and the availability of relief personnel, personal business, routine doctor appointments and dental appointments, shall be scheduled on an employee's day off. Except for emergencies, personal business leaves may not be granted.

g. Due to the nature of the schedule, an employee is entitled for an excused absence with pay for the necessary time required to serve on a jury during normal scheduled shift hours. Employees will be paid at the twelve-hour (12) schedule rate of pay for all hours missed on his/her regular schedule while serving as a juror. An employee scheduled for evening shift and has received notice to report for jury duty the next day will not be required to report for work that evening and will receive jury duty pay. When an employee's last day of jury duty ends on or before noon and s/he is scheduled to work the evening shift, s/he should report to work at his/her normal scheduled time. Employees must give notification as soon as possible when required to serve on a jury and this will cause him/her to miss a regularly-scheduled shift. This notification is required on a day-to-day basis, and notification must be given to the employee's supervisor.

9. If an employee is working the 4/10 schedule, sick pay and jury duty pay will all be paid at ten (10) hours per day. Vacations will be scheduled in four (4) day blocks corresponding with a normal work week. One (1) day vacations will be ten (10) hours. All other vacation will be in accordance with the vacation guidelines.



#### ARTICLE IV Compensation

1. The base rate of pay to become effective and to exist during the period of this Agreement are listed below; such rates are hereinafter referred to as straight time base rate:

##### Base Rates Effective

ELECTRICIANS	2/1/12	2/1/13	2/1/14
1st CLASS	35.19	36.25	37.34
Entry Level	31.62	32.57	33.55

Electricians will enter the craft after passing 1<sup>st</sup> class written and hands-on tests at the entry level rate of pay.

Becoming F & Q'd in all areas at any time during the progression will result in a \$1.00/hr. increase not to exceed the 1<sup>st</sup> class rate.

After 12 months time and becoming F & Q'd in all areas the employee will obtain the 1<sup>st</sup> class pay.

An Electrician must have attained the rate and level of First Class and have at least one full year in the plant, as an Electrician, prior to being eligible for shift assignment.

It is understood that due to the reliability of current equipment, not all Q's can be signed off in a year. This will not keep a new electrician from achieving his/her first class pay. The Union and Company agree that the Training Department and the Electrical Steering Committee together will work with the new electricians on getting them their Q's as soon as possible.

New electricians will be eligible for callouts as long as the following conditions are met:

- Employed for three months;
- All first class electricians have been called first; and,
- Must work with another first class electrician.

New electricians working a callout will be paid at the current rate of pay.

2. The "Regular Pay" used in calculating excess pay under Section 3 hereof shall be the STRAIGHT TIME BASE RATE (plus the shift differential, where applicable) which is paid for those particular hours of work for which EXCESS PAY PER HOUR is also paid.
3. "Excess Pay" is that pay per hour of one-half (1/2) times the regular rate which shall be paid for all work performed in the excess of the employee's regularly scheduled hours per workday in a work week (daily excess time accumulated for the work week), or forty (40) hours in the workweek, whichever excess pay is the greater. The "excess pay" shall be in addition to the straight time base rate pay and any premium payable under Section 4 of this Article.

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4. Premiums shall be paid as follows:

- a. Premium pay per hour of an additional one-half time the straight time base rate (and shift differential, where applicable) shall be paid for:
  - (1) All, or the portion, of that time worked by an employee outside his/her regular schedule in response to a request of the Company, which is not time worked in excess of the employee's regularly scheduled hours per workday or forty (40) hours per work week or which when included in the total daily or weekly time worked does not result in the time worked in excess of the employee's regularly hours per workday or forty (40) hours per work week.
  - (2) All, or the portion, of that time worked by an employee on the first shift of a re-arranged work schedule where forty-eight (48) hours notice of such change is not given, or when notice is given after the start of a regular scheduled series of proration days that will be affected by the change in schedule which is not time worked in excess of the employee's regularly scheduled hours per workday or forty (40) hours per workweek, or which when included in the total daily or weekly time worked does not result in time worked in excess of the employee's regularly scheduled hours per workday or forty (40) hours per workweek. This provision does not apply in cases of promotion, demotion, resuming work after vacation, resuming normal schedule after the change of schedule, or when schedule changes are made to suit the personal convenience of one or more employees.
- b. Premium pay per hour of an additional one times the straight time base rate (and shift differential, where applicable) shall be paid for all consecutive hours worked by an employee in excess of sixteen (16) consecutive hours, except such hours as an employee has worked at his election to complete his regular schedule shift, in lieu of all premium or holiday pay which may be payable under the terms of this Agreement for the same hours worked. It is further agreed that hours for which premium pay is paid under the provisions of the preceding sentence shall not be counted in computing daily and/or weekly overtime under the provisions of above Section 3 of this Article IV.

Premium pay per hour will not be paid under above subsections "b" and "c", Section 4, more than once for time worked during the same identical hours, nor in any event, for time worked on holidays.

5. Premium pay (other than shift differentials) under Article IV and Article XII and overtime premium under Article IV shall not be "pyramided". That is to say, more than one such premium shall not be paid for the same hours worked.
6. Callout-Minimum four (4) hours straight time base rate pay. Whenever, during a workweek an employee reports for work outside his regular schedule in response to a request of the Company, he shall be guaranteed four (4) hours straight time base rate pay. If the compensation for time worked does not equal or exceed four (4) hours pay at straight time rates, the four (4) hours straight time pay will be paid.



It is understood, however, that this provision shall not apply where the employee reports for work outside his/her regular schedule at the request of the Company and performs assigned work which continues until his/her regular scheduled starting time, or where the employee works beyond his scheduled quitting time.

In addition to the straight time base rate, a shift differential will be paid, where applicable, in accordance with the following schedule:

Evening Shift ..... \$ .75 per hour  
Early Morning Shift.....\$1.50 per hour

(For shift differential for work on a holiday, see Article XII, Section 2). Shift workers, as used in this section, are employees who work in the evening or early morning shifts, pursuant to a regularly scheduled shift assignment for such shifts. The shift differential will be applied as follows:

- a. The shift differential will apply only to work actually performed. For example, shift differential will not be paid during vacations; holidays not worked, unavoidable absence, or for other hours not actually worked.
  - b. Shift workers who are required to perform work at hours other than those of their regularly scheduled shift shall be paid the shift differential applicable to the shift in which the work is performed.
  - c. Daylight workers who temporarily relieve shift workers will be paid shift differential on the same basis as shift workers.
  - d. When regularly scheduled daylight workers are required to work beyond the daylight shift, or are requested by the Company to perform work in their classifications outside their regular schedule, they shall be paid the shift differential applicable to the shift in which such work is performed.
7. No employee shall lose any scheduled time or pay, exclusive of shift differential, by reason of shift changes made at the request of the Company.
  8. For employees on an 8-hour rotating shift, no employee shall continue to work into the eight (8) hour period immediately preceding the start of his/her next regular shift unless no other employee in that classification desires the overtime. If an employee is required by the Company to work sixteen (16) consecutive hours which ends within his/her regularly scheduled shift, he/she shall not be required to complete his/her regular shift but shall be paid the remainder of his/her regular shift at his/her regular straight time rate exclusive of shift differential. The scheduled hours not worked under this proposal will not be included in calculating daily or weekly overtime.
  9. Pay days normally shall be bi-weekly.

## ARTICLE V

### Seniority

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1. Seniority, as used in this Agreement, is the measure (in calendar days) of an employee's length of service, and shall apply with respect to promotions, demotions, layoff and re-employment.
2. The three types of seniority to be used are:
  - a. Plant Seniority, subject to Section 4 of this Article V shall commence on the first day of employment at the Chevron Phillips Chemical Company, Pasadena Plastics Complex.
  - b. Job Seniority is the length of service in a job classification on a permanent basis. All job seniority shall begin on the date an employee is permanently assigned to a job classification. After February 1, 1993, job seniority will be computed from the date an employee enters the electrical bargaining unit.
  - c. Company Seniority shall commence on the date an employee begins employment with Chevron Phillips Chemical Company or other subsidiaries of the parent company subject to Section 7 of this Article V.
3. The Company shall prepare, post and furnish the Chief Steward and Business Manager at ninety (90) day intervals, seniority lists of all regular employees who have seniority under the provisions of this Agreement. In the event an employee feels that his seniority standing is not correctly shown on said lists, he/she shall have the right to file a written complaint regarding his/her seniority standing within a period of thirty (30) days after the lists are posted. Such written complaint must be filed with the Chief Steward who shall promptly notify the plant Human Resources Department of any complaint. The seniority standing of any employee who does not file such a complaint herein provided shall be considered correct, and no complaint regarding his seniority standing shall be considered at a later date.
4. With respect to new employees, during the first one hundred and fifty (150) days of service, the Company shall be the sole judge of their qualifications for continuing employment and shall have absolute and unrestricted right to discharge without review or question by the Union or said employees. At the end of the aforesaid one hundred and fifty (150) day period, the seniority of the new employees shall date from the date of their employment.
5. In the event job seniority of two or more employees is equal, plant seniority shall determine. In the event the determination of plant seniority is necessary and the plant seniority of two or more of the employees involved are equal, Company seniority shall determine. If after the determination as provided above, the seniority of two or more employees remains equal, promotions, demotions, layoffs, or re-employment shall be decided in favor of the eldest employee.
6. An employee on approved civil leave of absence, not to exceed one year, if re-employed shall be credited with his/her full seniority within the unit including seniority he/she would have acquired on the job he/she last occupied in the unit had he remained on it without going on an approved leave.
7. Employees having six months or more service at Pasadena Plastics Complex shall have their seniority, if re-employed following layoff, computed as follows:

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- a. A layoff of ninety (90) days or less shall not constitute an interruption in service.
  - b. A layoff of more than ninety (90) days less than one year shall constitute an interruption in service equal to the period of layoff, but shall not affect seniority accumulated up to the date of layoff.
  - c. Layoffs in excess of two years, shall automatically terminate any prior seniority.
8. Resignation or discharge for cause shall void all accumulated seniority.
  9. Shutdowns, outages and long-term vacancies etc., shall be manned based on seniority

**ARTICLE VI**  
**Layoffs, Terminations,**  
**Re-Employment, Training and Plant Closure**

1. Layoffs necessitated by force reduction shall be made from the Electrician classification on the basis of job seniority, according to the principle of last employee hired shall be the first employee laid off.
2. The Company will inform the Chief Steward on issues of employee incompetency. If the parties are unable to resolve issue, the question on incompetency hereunder shall be subject to the grievance and arbitration procedure set forth in Article VII.
3. The term "layoff" as used herein means termination for lack of work.
4. "Discharge" means termination for cause and creates an unsatisfactory service record.
5. "Resignation" means an employee's voluntary termination of employment.
6. Eligibility for re-employment after layoff shall be determined as follows:

For a period of two (2) years following layoff, former employees who were terminated by layoff shall, in accordance with their seniority, be given preference in the matter of re-employment, provided they shall notify the Human Resources Department of Pasadena Plastics Complex, in writing, within ten (10) days after layoff on forms provided by the Company at time of layoff, of their desire to be re-employed. They shall be notified in writing, with copy of letter to Business Manager, at their last known address to report for re-employment. In the event any former employee so notified shall fail to report for re-employment within ten (10) days of date of mailing such notice, such former employee's seniority shall be terminated, unless within said ten (10) days he presents acceptable proof of inability to report. No new employee shall permanently replace former employees on layoff status until said former employees have been notified and given opportunity to report for re-employment in accordance with this Agreement. However, it is expressly agreed that if any employee on layoff status accepts employment (other than expressly temporary employment) outside of this bargaining

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unit with Chevron Phillips Chemical Company or any of its subsidiary companies, the acceptance of such employment shall terminate the re-employment rights of such employee in this bargaining unit.

Provided, if the former employee on laid-off status accepts re-employment for a job covered by this bargaining unit which is designated in said notice as a job of temporary nature (reasonably expected to last six (6) months or less), and if said employee is laid off with the six (6) months' period, he shall not have forfeited any of his re-employment rights hereunder as a result of said acceptance.

If his/her employment extends beyond the six (6) months' period, and he/she is displaced by a returning laid-off employee, he/she likewise shall not have forfeited any of his/her re-employment rights, hereunder. If said job extends beyond the six (6) months' period, then the Company agrees to give notice in accordance with the above procedure to those employees who have declined said job of temporary nature and said former employee shall have the right to displace the employee who accepted same. A former employee on laid-off status shall not waive or forfeit his/her re-employment rights if he/she declines a job of temporary nature.

7. It is recognized for cost and efficiency reasons that not all electricians will be required to receive the same level of training. The Union and Company recognize the value of a well-trained force. As such, they will form a Joint Training Committee to develop specific skills and testing for current and future employees to assess and develop skills and advance employee education. Curriculum, training and testing must be mutually agreed upon before being implemented. Each party will choose their own members of the committee. The union will develop training recommendations associated with the Joint Apprenticeship Training Center (JATC) to potentially accommodate the training needs of the IBEW employees at the Pasadena Plastics Complex. These recommendations may include courses on motor testing, motor controls, plc's., lighting and troubleshooting skills or any other items both parties feel need to be addressed. Special consideration will be given by the joint committee to use the recommended JATC courses. The level of training will be determined by the joint committee of the parties, but will not exceed 30 hours per year unless approved by the Company. Training will occur during regular working hours.
8. In the event the Company plans to close the entire Pasadena Plastics Complex resulting in a permanent layoff of employees in the Bargaining Unit, then the Company will notify the Union in writing as far in advance as practicable, but not less than six (6) months of the impending closure. The parties will meet within fifteen (15) days of such notice for the purpose of discussing the effect of such closure on the Bargaining Unit employees and negotiating appropriate conditions and benefits for such employees. In the event the parties are unable to reach a satisfactory agreement, then the Union may serve a sixty (60) day written notice of its desire to terminate the working agreement. The parties will continue to negotiate during the sixty (60) day period in an attempt to resolve their differences prior to the date of the termination of the Agreement.
9. The Company, with input from the Union, will establish re-qualification standards and processes for all personnel. The re-qualification process will consist of a validated written and hands-on test and will occur every three (3) years or as mandated by laws and regulations. Any employee who does not pass one or the other portion of the test after two attempts within one



month will be considered un-qualified for his/her position and will be reduced to entry-level pay until employee passes the test. The employee will have one more opportunity to pass the test within 6 months of failing the second time. If the employee does not pass the third time, the employee will be terminated. Once the employee does pass the test, s/he will then revert to first class electrician pay.

**ARTICLE VII**  
**Representation, Grievance and**  
**Arbitration Procedure**

1. The Union, under the term of this Agreement, shall select an employee who shall be the Chief Steward and an employee who shall be Assistant Steward; the Stewards shall represent the Union in collective bargaining and grievance negotiations with the Company. The Stewards shall be compensated, by the Company, for all scheduled working time lost due to such meetings, exclusive of any premium pay.
2. If a meeting is called at the Company's instance, the Stewards shall be compensated for time consumed as time worked.
3. The Union shall notify the Company promptly of any changes of Stewards.
4. The Chief Steward shall be allowed time during the working hours for the purpose of conferring with appropriate representatives of the Company and/or the aggrieved employees or complainants with respect to grievances. The Chief Steward leaving his/her work for the purposes of presenting or adjusting a grievance shall first obtain permission of his/her Supervisor and upon returning to his/her work he shall report to his/her Supervisor. The Supervisor shall grant permission as soon as working conditions reasonably permit.
5. Any duly accredited representative of the Union that the employees desire to assist in transactions of Union business with the Company shall be allowed to meet with the Steward and the Company.
6. For the purpose of adjusting grievances and disputes arising out of the application or interpretation of this Working Agreement, the following procedure shall be followed:
  - a. IN CASES NOT INVOLVING DISCHARGE OR DISCIPLINARY SUSPENSION:
    - (1) The employee or employees concerned shall, within fourteen (14) days of the date of occurrence of the cause of the complaint, or within fourteen (14) calendar days from the date on which he first learned of this cause of the complaint present the grievance to the foreman provided that an individual will present his own grievance in the presence of the Steward, as long as the Union has been afforded the opportunity to be present at the adjustment thereof and the disposition of the grievance does not contravene any part of this Agreement.
    - (2) The foreman shall make his decision within fourteen (14) calendar days after presentation of the complaint to him. If a satisfactory adjustment is not thus

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obtained, the grievance shall be presented in writing to the Management through the Steward within fourteen (14) calendar days after receipt of the written grievance, the Company will meet with the Steward in regard to the grievance.

At such meeting, all parties concerned shall be present, if desired by either party at times that will not seriously interfere with plant operation. The Company will render a written decision in duplicate in the matter and the same will be delivered to the Union within fourteen (14) calendar days of such meeting.

- (3) If the Company's decision in the matter is not satisfactory to the Union, it shall notify the Company in writing within fifteen (15) days of its receipt of the Company's written decision that it desires to submit the matter to arbitration. Thereafter, the Company and the Union shall within fourteen (14) days of the Company's receipt of the Union's reply, jointly request the Director of the Federal Mediation and Conciliation Service, Washington, D. C., to submit a panel of five (5) arbitrators who are residents of Texas or abutting states, of which one (1) is to be selected by the Union and the Company by each striking two (2) names and the remaining person shall serve as Arbitrator, his decision shall be final and binding upon the Union and the Company, provided, however, that such Arbitrator shall have the authority only to interpret the existing provisions of the Agreement and apply them to the specific facts of the grievance or dispute. Expenses of the Arbitrator shall be borne equally by the parties.

b. IN CASE OF DISCHARGE OR DISCIPLINARY SUSPENSION

- (1) In case of discharge or disciplinary suspension, such discharged or suspended employee who may desire to file complaints must present such complaint in writing to the Company within fourteen (14) days after the effective date of discharge or disciplinary suspension through the Steward mentioned in this Article. A hearing shall be held within fourteen (14) days after the Company receives said complaint. The Company shall render its decision in writing within fourteen (14) days after completion of such hearing. In the event that parties remain in disagreement, the matter may be submitted to arbitration as provided in Section 6-a(3) of this Article VII. In the event discharged employee is reinstated under any of the provisions of this Article, he shall be reinstated without loss of seniority and the award of back pay will be left to the discretion of the arbitrator.

7. Default as to the time limits of this Article by either party in any step of the foregoing procedure shall automatically decide the grievance disposition in accordance with the contentions of the other party unless agreed in writing otherwise between the Company and the Union.

**ARTICLE VIII**  
**Check-Off**

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1. The Company agrees to deduct from the wages of any employee covered by this Agreement, who authorize such deduction, their Union dues and to remit such dues promptly to the Financial Secretary of Local 716, I.B.E.W., AFL-CIO, at 1475 N. Loop West, Houston, Texas 77008.
2. If an employee is permanently transferred to a job not covered by the bargaining agency, his/her authorization shall be null and void.
3. The conditions controlling the deduction of Union dues shall be stated on the authorization form which shall be:

"I hereby authorize my Employer to deduct the amount of my regular monthly dues to Local Union 716, I.B.E.W., and I direct such deductions to be paid to the Financial Secretary of the Local Union. The amount of such dues shall be as certified to my Employer by the Financial Secretary of the Local Union. This authorization shall continue in effect for the period of one year from the date hereof and for each year thereafter until terminated by me in writing to my Employer and the Union at any time prior to any anniversary date hereof, such termination to be effective the first anniversary date hereof subsequent to delivery of said notices. Provided further that I reserve the right to terminate this authority, by notice in the aforementioned manner, at any time with termination to be effective at the expiration of the current existing agreement or applicable subsequent agreement between the Local Union 716 and my Employer."

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee

#### **ARTICLE IX No-Strike Clause**

There shall be no work stoppage by the Union or lockout by the Company during the term of this Agreement; provided, however, that if at any time during the term of this Agreement either party shall refuse to abide by the terms of an arbitration decision under Article VII, the other party may, at its option, terminate this entire Working Agreement upon twenty-four (24) hours' written notice.

#### **ARTICLE X Union Leave of Absence**

Upon written application at least ten (10) days in advance, leaves of absence shall be granted as follows:

1. To one (1) employee for a maximum period of two (2) years, regardless of location of assignment, and
2. Upon written request by the Chief Steward at least three (3) days in advance, leaves of absence for Union business shall be granted for one (1) employee (and up to three providing the Company determines operating conditions permit) for a maximum of one (1) week for Union

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business, and seniority shall accumulate during such absence. It is further agreed that if no appreciable change shall have occurred in the employee's physical condition during this leave of absence, as determined by physical examination before and after the leave, such employee shall be re-employed by the Company on or before the expiration of such leave.

If the Company Medical Division at the time of application for re-employment should recommend rejection, the employee shall then have the right to be re-examined by a reputable physician approved jointly by the Company and the Union and this report shall be final. Maximum period of leave may be extended with Companies consent.

## **ARTICLE XI**

### **Security Plans and Benefits**

All benefits arranged by the Company for its employees as a whole shall be available to all employees covered by this Agreement. The term "benefits" includes such as:

- \* Comprehensive Medical Plan
- \* Dental Assistance Plan
- \* Long-Term Disability Insurance
- \* Short Term Disability
- \* Jury Service
- \* Group Life Insurance and Total & Permanent Disability Benefits
- \* Retirement Income Plan
- \* 401K & Profit Sharing Plan
- \* Reserve Military Training Leave of Absence
- \* Leave of Absence
- \* Vacations
- \* Military Leave of Absence
- \* Immediate Rewards Program

The Company shall make detailed information concerning such benefits available to the employees through the Human Resources Department. The conditions, rules, and regulation of such plans as established by the Company shall determine all questions arising there under. Information concerning the provisions of the benefits shall be furnished, in writing, to the Chief Steward.

### **Absenteeism Control Policy**

In addition to progressive discipline for excessive absenteeism, if the absenteeism rate for the IBEW group as a whole reaches 5% for any given month and stays there for 6 consecutive months (Triggering Event"), the group thereafter will be subject to the "alternative STD plan" set forth below. If the IBEW group never reaches the Triggering Event, it will remain on the Company's STD plan.

### **Alternative STD Plan**

For the first 6 months of service with the Company, employees will not be eligible for paid sick leave benefits.\* After 6 months, an employee will be granted 1 week of sick leave at full pay and 1 week of sick pay at half pay. After one full year of service, the employee will be granted an additional 1 week

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of sick leave at full pay and 1 week of sick pay at half pay. Thereafter, on each January 1<sup>st</sup>, the employee will receive two weeks of sick pay at full pay and two weeks of sick pay at half pay. Employees bank any sick leave they do not use for future use, capped at 26 weeks of full pay and 26 weeks of half pay.

The absenteeism rate shall be calculated based on scheduled work hours.

The following absences shall not count toward the STD rate:

1. Vacation
2. Approved personal time
3. Jury duty days
4. Union Leave
5. Absenteeism days in excess of six (6) months
6. Any time related to the Company's return to work process after an employee presents his/her doctor's full release back to work to the Medical Department, unless the employee does not cooperate with the Medical Department regarding additional return to work requirements. "Presentation" of the release means that the employee hands the release, in person, to a member of the Medical Department or faxes the release to Medical with a confirming phone call to the Medical Department.
7. The day an employee goes to the emergency room and/or doctor and is admitted to the hospital that day.
8. Absences due to on-the-job injury.

The STD rate shall be calculated to 2 decimal points. So, if the STD rate is 4.95%, it is considered below 5%.

This Article only applies to off-the-job injuries. On-the-job injuries will continue to fall under the Company STD policy.

The Company will endeavor, where possible, to provide appropriate light duty work in accordance with an employee's medical restrictions.

\*Should this program be triggered, employees hired prior to the Triggering Event date will enter the program with the STD benefit bank level that they earned under the Company's STD plan. If an employee has less than 10 years of service, i.e. his/her bank is not at the maximum amount, the employee will build his/her bank to the maximum bank allowed pursuant to the provisions of this Article.

## ARTICLE XII Holidays

1. The following days are designated as holidays:

New Year's Day  
President's Day\*  
Good Friday\*\*

Labor Day  
Thanksgiving Day  
Friday following Thanksgiving

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Memorial Day  
Independence Day

Christmas Day  
Special Holiday

- \* This holiday is eliminated for employees on the 9/80 or 4/10 schedule
- \*\* This holiday is eliminated for employees on the 4/10 schedule.

Special Holiday - When Christmas falls on Tuesday or Thursday, then in that event, the Monday preceding Christmas or the Friday following Christmas, as the case may be, will be designated as the tenth holiday.

When Christmas falls on, or is observed on Monday or Friday, then in that event, the Tuesday following Christmas or the Thursday preceding Christmas, as the case may be, will be designated as the tenth holiday.

When Christmas falls on, and is observed on Saturday or Sunday, then in that event, the Friday immediately preceding Christmas or the Monday immediately following Christmas, as the case may be, will be designated as the tenth holiday.

In the event that Christmas falls on Wednesday, then in that event, the Tuesday preceding Christmas will be designated as the tenth holiday.

- a. Employees working straight days shall observe the holidays as outlined above.
- b. Employees working shift shall observe and be compensated on calendar holidays in accordance with existing pay practices. The special holiday shall be Christmas Eve, December 24th of each year.

## 2. Compensation for Holidays

- a. When an employee is not required to work on one of the foregoing holidays, he/she shall be paid his/her regular straight time base rate of pay, exclusive of shift differential, for the number of hours he/she is normally scheduled to work on a scheduled work day.
- b. An employee to receive pay for the holiday must:
  1. Be available for work on the holiday if previously scheduled, unless excused by Management.
  2. Work on the last scheduled work day before or the first scheduled work day after the holiday, unless excused either day by Management.
- c. **For employees on a 8 or 12 hour rotating schedule:** When an employee works on a holiday, he/she shall be paid one and one-half (1 ½) times his/her regular straight time base rate of pay plus shift differential, where applicable, for those hours actually worked, not exceeding eight (8) hours. He/she shall be paid two and one-half (2 ½) times his/her regular straight time base rate of pay plus shift differential, where applicable, for all hours worked in excess of eight (8) hours.

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- d. **For employees on a 10-hour schedule:** When an employee works on a holiday, he/she shall be paid one and one-half (1 ½) times the employee's regular straight time base rate, and for hours exceeding ten (10) hours, the employee shall be paid two and one-half (2 ½) times the employee's regular straight time base rate.
3. In the event a holiday falls on Sunday, the following Monday will be considered the holiday. In the event the holiday falls on Saturday, the preceding Friday will be considered the holiday.

### **ARTICLE XIII Termination Pay**

A regular employee laid off for lack of work after one year's service shall be paid termination pay calculated at his/her regular rate as follows:

One (1) week's pay for each year of recognized service with a minimum of three (3) weeks pay and a maximum of ten (10) weeks pay.

An employee who has received the above lay-off pay and who is re-hired, will again be eligible for the above schedule of lay-off pay after he/she has completed one (1) year of continuous duty from date of re-hire.

### **ARTICLE XIV Miscellaneous**

1. **Union and Anti-Union Activity**  
There shall be no discrimination against any employee with respect to any condition of employment on account of his/her Membership or non-membership in or activities on behalf of the Labor Union; provided that Union or anti-Union activity shall not be permitted during working hours, except as herein expressly provided.
2. **Bulletin Boards**  
The Company shall provide one (1) locked bulletin board to be placed in the Electrical Shop for the exclusive purpose of posting bulletins pertaining only to Union business. It is agreed that no notices of a political nature or of a derogatory nature shall be posted thereon. All material posted thereon shall be signed by the Steward or an officer of the Union. Keys to the bulletin board shall be kept in the custody of the Steward. The Superintendent shall be supplied with one (1) signed copy of all posted material.
3. **Meals**  
Any employee who is required to work at least two (2) hours beyond his/her scheduled quitting time or any employee who is required to work outside his/her regular schedule for at least two (2) hours immediately prior to a regular meal time as fixed below shall be furnished an adequate meal at Company expense or given a payment in lieu of an overtime meal of \$9.00. Such payments shall be added to the employee's paycheck and taxed as regular wages. Once the employee has qualified for a meal or meal allowance under the preceding sentence, he/she shall be given an additional meal or meal allowance for each consecutive meal time through which he/she continues to work until the employee is released from duty. Regular meal times

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shall be 6:00 a.m., 12 noon, 6:00 p.m., and 12 midnight provided, however, that the Company shall not be required to furnish meals or meal allowance to any employee who is working a regular shift on one of his/her prorate days.

4. **Destruction of Clothes**

Any employee whose clothes are, through no fault of his/her own, destroyed as a result of fire or a chemical accident in the plant or where he/she is working on duty, shall be provided with suitable clothing or be given a cash replacement allowance, provided the destroyed clothing is turned in together with a report to the employee's supervisor. This provision shall not apply to clothing loss resulting from failure to use protective clothing by the employee where provided and prescribed by the Company, nor shall it apply to wear, tear, and depreciation usual or natural to his/her job.

5. **Safety and Inspection**

It is the duty of all employees to immediately call to the attention of the Company any hazardous conditions.

All complaints or suggestions for the betterment of safety and health conditions in the plant submitted to the Company shall be promptly investigated.

No employees shall be required to perform services that may endanger the employee's physical safety beyond the usual and normal requirements of his/her job. As a safety measure, a minimum of two electricians shall work together on any live circuit of 208 volts or over unless a "Standard Maintenance Procedure" (SMP) states otherwise. Deviations from the above will be made at locations as may be discussed and agreed to in Workmen's Committee Meetings. From a safety standpoint the Chief Steward shall be informed, in a general way, of the nature of the work which has been contracted.

The Company and Union recognize that the Company has a best practice on Alertness Management, which they will use as a guideline for developing local alertness management work practices.

6. **Checking in Tools or Equipment**

When an employee is required to return tools or other equipment at the end of a workday, he/she will be allowed a reasonable time for doing so before the scheduled end of the workday, taking due account of the distance of his/her work from the check-in point and the nature of the tools to be returned.

7. **Foreman Doing Work**

No foreman or supervisor shall perform any work with tools except in case of emergency, such as fires, explosions, power failures, Acts of God, or any condition which endangers life or property, or for the purpose of instruction where work performed in giving instructions does not result in loss of pay to any employee.

8. **Work Assignments Outside Bargaining Unit**

Any employee assigned from within the bargaining unit to fill temporary or permanent vacancies in classifications not covered by the bargaining unit may, upon termination of the assignment return to his/her former classification and be credited with his full seniority within



the unit, including seniority he/she would have acquired on the job he last occupied in the unit had he/she remained on it instead of accepting said assignment. It is understood that no employee shall re-enter the bargaining unit under this provision if the total number of days worked on said assignment or assignments outside the bargaining unit exceeds a total of two (2) years, regardless of the location assignment, unless otherwise mutually agreed in writing between the company and the Union.

9. **Contracting Work**

The Company has the right to contract maintenance work within the plants covered by this Agreement as long as it does not result in a layoff. This does not affect the Company's right to contract out the construction or the installation of patented facilities not ordinarily installed by Company employees.

10. **Transportation**

In the event an employee is required to report on the job at a regular place of employment and it is found necessary, and he/she is so instructed, to report to some other place for work outside the plant confines, time consumed in going to and returning from the temporary place of work shall be compensated as time worked. Under the above conditions transportation will be furnished by the Company. If an employee is forced to hold over, the Company will pay for one (1) taxi ride home per month. If the employee has more than one (1) taxi ride a month, the Company and employee shall split the cost, with each paying half. The employee's half of the cost will be deducted from his/her next paycheck.

11. **National Security**

If the conduct of an employee is such as to indicate that his/her continued employment may constitute a potential danger or threat to national security, the employee may be discharged by mutual consent of the Company and the Union.

12. **New Plants**

It is agreed that employees in this bargaining unit will accept work assignments in new plants at Pasadena Plastics Complex.

13. **Cost of Printing Agreement**

It is agreed that the Company will assume the cost of printing sufficient copies of this Agreement in book form.

14. **Home Work Areas**

The Company shall establish and define home work areas. Before any changes are made, the Company shall notify the Union.

The Electrician 1<sup>st</sup> Class shall be allowed to exchange home areas with another Electrician 1<sup>st</sup> Class who has less job seniority; however, the Company may limit any Electrician 1<sup>st</sup> Class to one voluntary cross-move per year.

An employee will be assigned out of his/her area as necessary. Such assignment shall be based on seniority however; the same craftsmen can be farmed out for multiple days in a row in order to ensure job continuity. It is understood that craftsmen can be farmed out more than one time per shift. The Company agrees to try to keep the farming of craftsmen to a minimum.



15. **Non-Discrimination**

Neither the Company nor the Union shall discriminate against any employee because of such employee's race, color, religion, age, sex, national origin or status as a veteran, disabled veteran or qualified disabled individual to the extent that the above classes of people are protected from discrimination by applicable law.

16. **Polling Guidelines**

For planned work outside of normally scheduled hours and in excess of 2 days, it is agreed that the mutually agreed upon polling guidelines will be followed. It is understood that in the event of an unplanned shutdown, the call-out process will need to be utilized to support the plant until a poll can be conducted.

17. **Operators Performing Incidental Electrical Work**

Operators may perform any incidental re-lamping electrical maintenance tasks if they are trained to do so providing it is not more than a 120V circuit or not exposing employees to a live circuit. The Company will be responsible for training operators on these tasks.

18. **PDM Group**

In order to preference into the PDM group, an employee must meet the following requirements: 1) show a proficiency in basic computer skills/programs, including, but not limited to, Excel, PowerPoint, Outlook and Microsoft Word, by passing a basic test; and 2) pass an panel interview consisting of Company representative(s) and the IBEW lead steward or his delegate. With IBEW's input, the Company will be the determiner on who passes the panel interview.

The senior-most employee(s) passing these qualification requirements will be selected for the position(s). Because of the specialized skills and training that are required of employees in these groups, an employee preferencing into these groups will remain in the group for at least 3 years, unless the Company determines that the employee is incapable of adequately performing the job duties, at which time the employee will re-enter his/her craft line.

19. **Vacation Guidelines**

The mutually agreed-upon vacation guidelines will be followed.

**ARTICLE XV**  
**Validity**

If any part of this Agreement is or becomes invalid by virtue of any valid applicable law or governmental regulations or by decree of any court of competent jurisdiction, such shall in no manner invalidate or affect the remainder of this Agreement. In such event, the parties agree to meet for the purpose of reaching an agreement which will substitute for that part of the Agreement invalidated.

**ARTICLE XVI**

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**Notices**

All notices herein provided shall be given by registered mail, addressed respectively as follows:

CHEVRON PHILLIPS CHEMICAL COMPANY, LP.  
Human Resources Manager  
P. O. Box 792  
Pasadena, Texas 77501

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, LOCAL 716  
1475 N. Loop, West  
Houston, Texas 77008

IN WITNESS WHEREOF the parties have caused this instrument to be executed by their duly authorized representatives the day and year first above written.

INTERNATIONAL BROTHERHOOD  
OF ELECTRICAL WORKERS,  
LOCAL 716

/s/ J. Easton  
/s/ Bob Priest  
/s/ M. D. Reedy  
/s/ J. D. Higgins

CHEVRON PHILLIPS CHEMICAL  
COMPANY, LP.

/s/ Mitchell Krutilek  
/s/ Leslie Shauny  
/s/ Karen Monroe  
/s/ Heather Yards

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**Stipulation I**

**LETTER AGREEMENT**

**JOB SECURITY**

The Company and Union agree for the duration of the Agreement with IBEW, no employee represented by the Union will be subject to involuntary layoff except for decreases in the level of operation caused by a sale of operating units, complete or partial plant closure, a merger or joint venture resulting in a change of managerial control, or an act of God.

Agreed to this 1<sup>ST</sup> day of February, 2002.

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## STIPULATION II

### (STIPULATION ITEMS)

- 1) Shift workers shall be able to exchange a full 28 day rotation provided no overtime or excess pay results and with prior supervisory approval under established guidelines.
- 2) Employees who move between the 4/10 and 12-hour rotating shift schedules and who end up with an odd number of vacation hours that do not equal a full day of vacation, may elect to roll over those odd hours to the next year or be paid for them at the end of the year.
- 3) Each year two representatives from the Bargaining Committee will attend a National Safety Seminar at the Company's expense, not to exceed one week unless otherwise agreed to by the Company.

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### **STIPULATION III CALL OUT AND WEEKEND OVERTIME**

The Company and Union agree to the following callout procedure that will be implemented at the time when there are no longer two electricians on shift.

The Union will be responsible for utilizing the signup/overtime list in the event that callouts occur during off hours, weekends and holidays in lieu of the below "Early Call-Outs and Weekend OT Process," that the Company has offered.

In the event a problem arises, the Company and Union will meet immediately to try and resolve the unforeseen issue.

If the Company and Union fail to reach an agreement to resolve the issue which causes the Union not to meet the callout needs through the signup/overtime list process, the Company will implement the "Early Call-out and Weekend OT Process" detailed below.

The Company shall give the Union, in writing, a 30-day notice of intent to implement the "Early Call-Out and Weekend OT Process."

Agreed to and dated the 2<sup>nd</sup> day of February, 2012

/s/Robert Priest  
/s/J.D. Higgins  
/s/Michael Reedy

/s/Dirk Perrin  
/s/Leslie Shaunty

#### **Early callout and weekend overtime process**

In order to ensure maintenance coverage in the absence of shift maintenance, an on-call system will be established for the Electricians. The on-call scheduling of employees will be done by the following process:

- It is understood that API 755 Standards will be followed
- Assignments will be done by reverse seniority to be done sequentially for the entire calendar year.
- These assignments will be made by Nov 30th of the previous year.
- Electricians can exchange weeks by completing "On-Call Coverage Swap Form"
- The On-Call electricians will be identified on the Electronic Sign-Up Sheet.
- 2 of each above listed crafts will be responsible for coverage for a time period of a week at a time.
- The on-call electricians will be responsible for coverage from 1:30AM - 7:00AM Tues - Thurs nights and from 1:30AM Friday - 7:00AM Monday. It is recognized that if an electrician is

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needed at 1:30, then the callout will need to be done early enough to allow the electrician time to arrive at work.

- The order of call-out will be as follows: On-Call electricians will have first right of refusal if a call-out is made.
  1. On-Call electrician(s) will be called first.
  2. Volunteers signed up will be called next in order of lowest to highest overtime
  3. On-Call mechanic(s) will be forced.
- If the on-call electrician is unavailable for a call out, then appropriate documentation must be presented to their supervisor. Failure to respond to the callout in this timeframe shall be considered a "no call, no show".
- If this process does not provide sufficient staffing, then the work shall be contracted.
- Employees shall sign up by Thursday at 2 p.m. in order to be eligible for being assigned the shift vacancies and extra work for the coming weekend.
- Employees can sign up for days, nights, early call-out, holdover or any combination
- Employees have 2 hours to report to work after being called. A failure to do so may be considered a no call no show.
- It is the employee's responsibility to provide a number where they can be reached during this time period.
- Employees can only remove their name from the volunteer list if they notify the night superintendent 2 hours in advance.
- Employees can call to put their name on the list, but they must speak with the gatekeeper of the list. Phone messages and e-mails will not be accepted.

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#### **STIPULATION IV**

The Company has agreed to assign electrician(s) to work alongside vendor(s) whom have been assigned to work on energized equipment at CPChem Pasadena Plastics Complex. The intent of this provision is to provide additional oversight when working on energized equipment.

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